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DESO TO COUNTY, MS  
W.E. DAVIS, CH CLERK

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OFFICIAL RECORDS JACKSON COUNTY  
Terry Miller  
CHANCERY CLERK  
RECORDING FEE: \$12.00  
#201105393 BK:1638 PG:370-372  
04/08/2011 10:19 AM 3 PGS  
MLITTON,DC Rcpt#004840

Prepared By:  
Marix Servicing LLC  
1925 W. Pinnacle Peak Rd  
Phoenix, AZ 85027  
(866) 406-2749

Return To:  
Underwood Law Firm  
340 Edgewood Terrace Drive  
Jackson, MS 39206  
(601) 981-7773

### Power of Attorney

Grantor:  
U.S. Bank National Association as Trustee of the  
TruCap Grantor Trust 2010-2  
60 Livingston Ave., Corporate Trust, 3<sup>rd</sup> Floor  
St. Paul, MN 55107  
(866) 406-2749

Grantee:  
Marix Servicing LLC  
1925 W. Pinnacle Peak Rd  
Phoenix, AZ 85027  
(866) 406-2749

### INDEXING INSTRUCTIONS AND/OR LEGAL DESCRIPTION:

N/A

3

RECORDING REQUESTED BY:  
Marix Servicing LLC  
1925 W Pinnacle Peak Road  
Phoenix, Arizona 85027

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

**LIMITED POWER OF ATTORNEY**

U.S. BANK NATIONAL ASSOCIATION ("U.S. Bank"), a national banking association organized and existing under the laws of the United States of America, 60 Livingston Ave, Corporate Trust, 3rd Floor, St. Paul, MN 55107, hereby constitutes and appoints **MARIX SERVICING LLC** ("Marix"), and in its name, aforesaid Attorney-In-Fact, by and through any officer appointed by the members of Marix or by the managing member of Marix on behalf of the members of Marix, to execute and acknowledge in writing or by facsimile stamp all documents customarily and reasonably necessary and appropriate for the tasks described in the items (1) through (5) below; provided, however, that the documents described below may only be executed and delivered by such Attorneys-In-Fact if such documents are required or permitted under the terms of the **Reconstituted Servicing Agreement**, (the "RSA") dated as of October 8, 2010, among Marix, TruCap REO Corp., Truman Capital Advisors, LP and U.S. Bank National Association, not in its individual capacity, but solely as trustee (the "trustee") of the **TruCapGrantor Trust 2010-2**, and no power is granted hereunder to take any action that would be adverse to the interests of the Trustee or any holders of the beneficial interest certificates of TruCap Grantor Trust 2010-2.

1. Demand, sue for, recover, collect and receive each and every sum of money, debt, account and interest (which now is, or hereafter shall become due and payable) belonging to or claimed by U.S. Bank National Association as trustee of the TruCap Grantor Trust 2010-2, and to use or take any lawful means for recovery by legal process or otherwise.
2. Transact business of any kind regarding the mortgage loans covered by the RSA, and obtain an interest therein and/or building thereon, as U.S. Bank National Association's (as trustee of the TruCap Grantor Trust 2010-2) act and deed, to contract for, purchase, receive and take possession and evidence of title in and to the related property and/or to secure payment of a promissory note or performance of any obligation or agreement.
3. Execute, acknowledge, seal and deliver deed of trust/mortgage note endorsements, assignments of deed of trust/mortgage and other recorded documents, satisfactions/ releases/reconveyances of deed of trust/mortgage, tax authority notifications and declaration, deeds, bills of sale, and other instruments of sale, conveyance, and transfer, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits, and supporting documents as may be necessary or appropriate to effect its execution, delivery, conveyance, recordation of filing.
4. Execute and deliver affidavits of debt, substitutions of trustee, substitutions of counsel, non-military affidavits, notices of rescission, foreclosure deeds, transfer tax affidavit, affidavits of merit, verification of complaint, notices to quit, bankruptcy declarations for the purpose of filing motions to lift stays and other documents or notice filings on behalf of Transferor in connection with foreclosure, bankruptcy and eviction actions.
5. Endorse on behalf of the undersigned all checks, drafts and/or other negotiable instruments made payable to the undersigned.

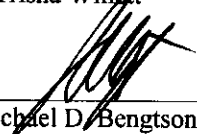
Servicer hereby agrees to indemnify and hold U.S. Bank National Association, as Trustee, and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of the exercise by the Servicer of the powers specifically granted to it under the related servicing agreements. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the related servicing agreements or the earlier resignation or removal of U.S. Bank National Association, as Trustee under the related servicing agreements.

WITNESS my hand and seal this 1<sup>st</sup> day of November, 2010.

**NO CORPORATE SEAL**

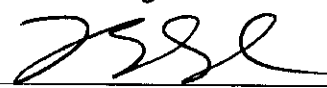
  
Witness: Christy Mahan

  
Witness: Trisha Willert

  
Attest: Michael D. Bengtson, Assistant Vice President

**U.S. Bank National Association, as Trustee**

By:   
Becky Warren, Vice President

By:   
Brian Giel, Assistant Vice President

**FOR CORPORATE ACKNOWLEDGMENT**

State of Minnesota  
County of Ramsey

On this 1st day of November, 2010, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Becky Warren, Brian Giel and Michael D. Bengtson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Vice President, Assistant Vice President and Assistant Vice President respectively of U.S. Bank National Association, and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledge to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Signature: 

My commission expires: 1/31/2012

